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BK 81 PG 347
W.E. DAVIS CH. CLK.

This instrument was prepared by and
after Recording, please return to:
Jeffrey N. Plowman, Esq.
Nelson Mullins Riley & Scarborough, L.L.P.
999 Peachtree Street, N.E.
First Union Plaza, Suite 1400
Atlanta, Georgia 30309

STATE OF MISSISSIPPI)
)
COUNTY OF DESOTO)

Indexing Instruction/Cross Reference:
Deed Book 72, Page 289, Desoto County,
Mississippi Records

SITE LEASE ACKNOWLEDGMENT

This Site Lease Acknowledgment ("SLA") is made and entered into as of the 8th day of March, 1999, by and between POWERTEL/MEMPHIS, INC., a Delaware corporation, f/k/a InterCel Memphis MTA, Inc., hereinafter designated as "POWERTEL", with its principal offices located at c/o Powertel, Inc., 1233 O.G. Skinner Drive, West Point, Georgia 31833, and POWERTEL MEMPHIS TOWERS, LLC, a Delaware limited liability company hereinafter designated as "LANDLORD", with its principal offices located at c/o Powertel, Inc., 1233 O.G. Skinner Drive, West Point, Georgia 31833, pursuant and subject to that certain Master Site Agreement ("MSA") by and between the Parties hereto, dated as of March 8, 1999. All capitalized terms have the meanings ascribed to them in the MSA.

1. The premises leased by LANDLORD to POWERTEL (the "Site") shall consist of the Cable Path, Easements, Tower Space, and Ground Space, as those terms are defined in the MSA. The Site is a portion of that certain tract of land, located in the City of Lake Coromorant, the County of Desoto, and the State of Mississippi, more particularly described in the Memorandum of Lease which is recorded in Book 72, Page 289 in the office the Chancery Clerk of Desoto County, Mississippi (the "Property"). The Property is described in Exhibit A attached hereto and made a part hereof.

2. POWERTEL has installed at the Site the Grandfathered Equipment set forth in Exhibit B which shall be completed, attached and incorporated herein within 270 days of the SLA Commencement Date in accordance with paragraph 2(c) of the MSA.

3. The commencement date of the SLA ("SLA Commencement Date") is March 8, 1999. The first (1st) monthly rental payment is due and payable by POWERTEL to LANDLORD on the SLA Commencement Date in accordance with Section 4(a) of the MSA. Any future rent adjustments shall be calculated in accordance with Section 4(b) of the MSA. The annual rental payment for generator services to be supplied by LANDLORD, if applicable, is set forth in Section 4(d) of the MSA.

4. The term of this SLA is ten (10) years, three (3) months, beginning on the SLA Commencement Date. The term of the SLA will automatically renew for three (3) additional, consecutive five (5) year terms unless POWERTEL notifies LANDLORD in writing of POWERTEL's intention not to renew as provided in Section 3(c) of the MSA.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year first above written.

POWERTEL:

POWERTEL/MEMPHIS, INC., A Delaware corporation

By: Jill F. Dorsey

Jill F. Dorsey

Title: Vice President/General Counsel

(CORPORATE SEAL)

STATE OF Georgia
COUNTY OF Fulton

ACKNOWLEDGMENT

Personally appeared before me, the undersigned authority in and for the said county and state, on this 24th day of May, 1999, within my jurisdiction, the within named Jill F. Dorsey, who acknowledged that she is Vice President/General Counsel of Powertel/Memphis, Inc., a Delaware corporation, and that for and on behalf of the said corporation, and as its act and deed she executed the above and foregoing instrument, after first having been duly authorized by said corporation to do so.

Sharon A. [Signature]

(Notary Public)

My Commission expires:

01-09-2001
(Affix official seal, if applicable)

[SIGNATURES CONTINUED ON NEXT PAGE]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

LANDLORD:

POWERTEL MEMPHIS TOWERS, LLC, a
Delaware limited liability company

By: _____

Jill F. Dorsey

Title: Vice President/General Counsel

(COMPANY SEAL)



ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 19____, within my jurisdiction, the within named Jill F. Dorsey, who acknowledged that she is Vice President/General Counsel of Powertel/Memphis, Inc., a Delaware corporation, and that for and on behalf of the said corporation, and as its act and deed she executed the above and foregoing instrument, after first having been duly authorized by said corporation to do so.

(Notary Public)

My Commission expires:

(Affix official seal, if applicable)

ACKNOWLEDGMENT

STATE OF Georgia
COUNTY OF Fulton

Personally appeared before me, the undersigned authority in and for the said county and state, on this 24th day of May, 19 99, within my jurisdiction, the within named Jill F. Dorsey, who acknowledged that she is Vice President/General Counsel of Powertel Memphis Towers, LLC, a Delaware limited liability company, and that for and on behalf of the said limited liability company, and as its act and deed she executed the above and foregoing instrument, after first having been duly authorized by said limited liability company to do so.

Sharon A. Gist

(Notary Public)

My Commission expires:

01-09-2001

(Affix official seal, if applicable)

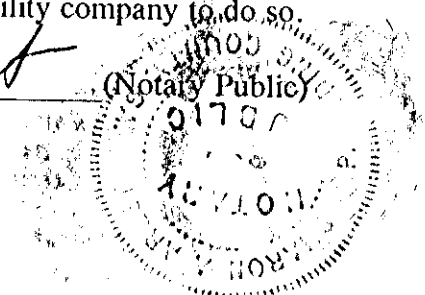


EXHIBIT A

A tract of land situated in the Northeast Quarter of Section 25, Township 2 South, Range 10 West, and described as:

Commencing at a point representing the Northeast corner of above said Section 25, as described on plans for the widening of U. S. Highway No. 61 and being a call distance of 2588.22 feet Eastwardly from the intersection of the former physical centerline of said Highway 61, and the physical centerline of Brantley (Nesbit) Road as measured along said centerline of Brantley Road; thence North 88 degrees 48 minutes 48 seconds West along the said physical centerline of Brantley Road and the North line of above said Section 25 a distance of 1100.00 feet to a point; thence South 00 degrees 00 minutes 00 seconds East (leaving said centerline) 25.01 feet to a set iron pin at the True Point of Beginning and lying on the proposed Southerly right of way line of Brantley Road; thence South 00 degrees 00 minutes 00 seconds West 405.37 feet to a set iron pin; thence North 90 degrees 00 minutes 00 seconds West 380.00 feet to a set iron pin; thence North 00 degrees 00 minutes 00 seconds 413.24 feet to a set iron pin on the above said proposed Southerly right of way line of Brantley Road; thence South 88 degrees 48 minutes 48 seconds East along said proposed Southerly right of way line 380.08 feet to the Point of Beginning, containing 155,537 square feet or 3.571 acres, more or less.

Exhibit B to the SLA

Grandfathered Equipment

This Exhibit shall be completed, attached and incorporated herein within 270 days of the SLA Commencement Date in accordance with paragraph 2(c) of the Agreement.

Antenna manufacturer and type number:

Number of antennas:

Weight and dimension of antenna(s) (LxWxD):

Transmission line mfr. & type no.:

Diameter & length of transmission line:

Location of antennas for Grandfathered Equipment

(as described in Exhibit "3" attached hereto and made a part hereof):

Height of antenna(s) on structure:

Direction of radiation:

Ground Space for Grandfathered Equipment

(equipment building/floor space dimensions as described in Exhibit "4" attached hereto and made a part hereof):

Frequencies/Max Power Output:

Grounding specifications for Grandfathered

Equipment (as described in Exhibit "5" attached hereto and made a part hereof):

Generator services, if any:
